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SPECIAL WARRANTY DEED

This Deed of Conveyance is this day made by the undersigned FEDERAL HOME LOAN MORTGAGE CORPORATION, organized and existing under the laws of the United States of America, hereinafter referred to as the GRANTOR, and RANDAL S. FULWOOD and wife, JENNIFER FULWOOD, hereinafter referred to as the GRANTEES, WITNESSETH THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid by the GRANTEES to the GRANTORS, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by the GRANTOR, FEDERAL HOME LOAN MORTGAGE CORPORATION, organized and existing under the laws of the United States of America, the GRANTOR does hereby and by these presents sell, convey, and *specially warrant* unto RANDAL S. FULWOOD and wife, JENNIFER FULWOOD, the GRANTEES, as tenants by the entirety with full right of survivorship and not as tenants in common, the hereinafter described real property located in DeSoto County, Mississippi, and being described as follows, to-wit:

Lots 26, 27, and 28 Section "B", LAKE OF THE HILLS SUBDIVISION, as per the official plat of said subdivision recorded in Plat Book 2, Pages 35-36, in the Chancery Clerk's office of DeSoto County, Mississippi, to which recorded plat reference is made for a more particular description. Said lot being situated in Section 19, Township 3, Range 9 West.

The foregoing covenant of warranty is made subject to rights of ways and easements for

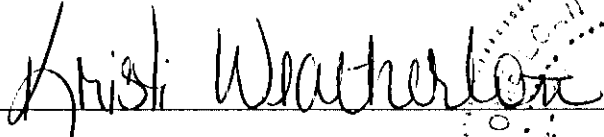
Mississippi; and to any prior reservation or conveyance of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the subject property; and to the restrictive covenants, building restrictions, and easements of record, including but not limited to those found with the recorded plat of said subdivision at Plat Book 2, Pages 35-36 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

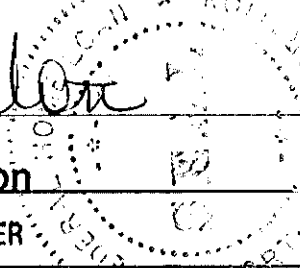
Taxes and assessments against said property for the year 2001 shall be prorated as of the date of this deed and taxes and assessments for the year 2002 shall be the responsibility of the GRANTEE'S and/or their successors in interest, and all subsequent years are hereby excepted from the foregoing covenant of warranty.

Possession shall be given upon delivery of this deed.

WITNESS the signature of the GRANTOR on this the 30th day of January, 2001.

FEDERAL HOME LOAN MORTGAGE CORPORATION

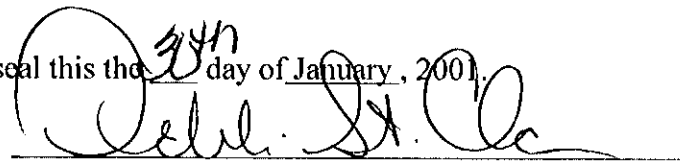

By: Kristi Weatherton
Title: ASSISTANT TREASURER



STATE OF TEXAS
COUNTY OF DALLAS

Personally appeared before me, the undersigned authority in and for the State and County aforesaid, the within named Kristi Weatherton, personally known to me to be the ASSISTANT TREASURER of FEDERAL HOME LOAN MORTGAGE CORPORATION, who acknowledged before me that 5 he signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned as the act and deed of said FEDERAL HOME LOAN MORTGAGE CORPORATION, having been first duly authorized so to do.

GIVEN under my hand and official seal this the 3rd day of January, 2001.



NOTARY PUBLIC

My Commission Expires:



GRANTORS' ADDRESS:

12222 Merit Drive
Suite 700
Dallas, TX 75251-2277
RES. TEL.: n/a
BUS. TEL.: 972-702-2149

GRANTEES' ADDRESS:

11399 High Road
Hernando, MS 38632
RES. TEL.: n/a
BUS. TEL.: n/a

Prepared by: *KENNETH E. STOCKTON*
ATTORNEY AT LAW
5 WEST COMMERCE STREET
HERNANDO, MS 38632
662-429-3469